NOTES OF CASES.

Doctor Need Not Cure.—The facts in the case of Hall *v.* Mooring, 76 Southeastern Reporter, 759, are substantially as follows, as stated by the Court of Appeals of Georgia: This was a contest between two members of the gentler sex. Plaintiff was a practitioner of the art or science of osteopathy, and the defendant either needed, or thought she did (which is the same thing), the services of the plaintiff. Several visits were made, at $3.10 per visit; the ten cents being added for street car fare, and the whole bill amounted to $27.90. Defendant claims that the bill includes charges for a number of social calls, and that the services rendered by the doctor gave her no relief and were so unsatisfactory that she was forced to resort to a physician of the allopathic school, who administered pills and mixtures in the good oldfashioned way. On the issues of fact the plaintiff outswore the defendant, or at least the jury in the justice's court thought she did, and the judge of the superior court refused to interfere. The court says: "It would never do to hold that a doctor is entitled to recover only where he cures the patient. * * * . So far as we are concerned the doctors may continue to bury their mistakes and recover for their services as they have always done. If we were dealing with lawyers the rule might be different, but sufficient unto the day is the evil thereof. * * *" It appears from the record that the trial waxed warm, and during the testimony of the defendant the plaintiff became excited and exclaimed, "Liar! liar! liar!" and while the defendant's counsel was endeavoring to persuade the jury to accept his client's theory of the case the plaintiff did at intervals "yell out in court that the defendant was a liar and had lied." It is complained that this conduct of plaintiff prejudiced the jury against the defendant, and that the verdict ought to be set aside because the magistrate failed to punish the plaintiff for contempt. The court answers: "Doubtless the conduct of the plaintiff overawed the chivalrous young justice and embarrassed him quite as much as it did the defendant, and we are not disposed to criticise too harshly his exhibition of judicial timidity. At any rate, the failure of the magistrate to punish the contumelious plaintiff must be allowed to rest upon his judicial conscience. If we had any means of knowing that the plaintiff's conduct terrorized the jury and coerced the verdict in her favor, we would, in the interest of a fair and impartial trial, direct another hearing. But the jury doubtless felt secure under the protection of the bailiff and the sacred precincts of the courtroom, and, if they had eturned a verdict adverse to the plaintiff, there was, no doubt, some rear door through which they might have dispersed, and thus have escaped violence at the hands of a litigant outraged at the injustice which had been meted out to her. Viewing the matter from this safe distance, we are inclined

to think that the unseemly conduct of the plaintiff would more likely have prejudiced her own cause than it did the defendant's." Judgment for plaintiff is affirmed.

A Humane Contract Upheld.—An action of replevin to obtain the possession of a horse is brought in City of Rockland *v.* Anderson, 85 Atlantic Reporter, 1066. In 1906 plaintiff city was the owner of an apparently worthless sick horse, probably grown so in the service of the city. Defendant offered to give $20 for the horse, but the city instead made a contract in writing with him to take the horse, keep her during the rest of her life, and give her a good home, avoid overworking her, an when her usefulness was over to put her out of the way and bury her, and sold her to him upon those conditions, to which he agreed. The defendant doctored the horse and she improved to the extent that she could do the work of an old horse. Now the city wants the horse back. The Supreme Judicial Court of Maine holds that the defendant's agreement as to the care and the treatment to be given the horse by him was a sufficient consideration for the sale in the condition in which the horse was turned over to him, and the city has no right now to repudiate its contract.

Legality of Sale of Property to Colored Persons.—The right of one owning real estate to sell the same to colored persons comes up in Holbrook *v.* Morrison, 100 Northeastern Reporter, 1111. Complainants are dealers in real estates and own a number of lots in the city of Boston. The respondent owns a house and lot abutting on two of the lots belonging to complainants and in close proximity to the others. Respondent has caused to be placed on the front of her house a large sign headed with the words "For Sale," and concluding with the words "Best Offer from Colored Family," all in large letters. She has also caused advertisements of like tenor to be inserted in a newspaper, and is threatening to sell her house and lot to a colored family. Complainants bring this bill to restrain respondent from maliciously interfering with their business by means of such advertisements and threats. The Supreme Judicial Court of Massachusetts holds that respondent has the right to advertise her property for sale by signs or otherwise in the usual way and to sell it if she sees fit to a negro family, even though the effect may be to impair the business of the complainants; that she has a right to ask for bids from white people or colored people, or both, and is not limited to bidders of any particular race or class or creed; and if one of her purposes in asking for bids from colored families is to annoy and injure the complainants, and she succeeds in doing so, her conduct is not thereby rendered unlawful so long as her object is to secure a purchaser for and to sell her house and lot. The bill is dismissed.